

TERMS & CONDITIONS

PLEASE NOTE FOR ALL QUOTES OVER \$2,500 a 50% DEPOSIT MUST BE PAID PRIOR TO WORKS BEGINNING

TERMS & CONDITIONS

1. A standard 6 year workmanship applies unless noted otherwise above
2. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services.
3. Customer will promptly pay invoices within seven (7) days of receipt, approved account customers will promptly pay invoices within thirty (30) days of receipt. Should a payment become twenty one (21) days or more delinquent, Contractor may stop all work under this agreement without notice and / or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labour will become an extra charge (fixed price amount to be negotiated or on time-and-materials basis at Contractor's rates then in effect) over the sum stated in this agreement.
5. In the event Contractors must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and legal fees incurred by the Contractor.
6. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or material, delay of carriers, strikes, including those by Contractor's employee, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
7. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
8. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect or consequential damages.
9. The provisions of this agreement are to be read subject to the rights and remedies which are conferred under the trade practices act and any other state and territory laws and which cannot be executed by law.
10. The fixed price shall remain valid for 30 days from date of proposal and thereafter may be subject to revision.
11. If a legislative requirement;
12. Necessitates an increase in a fee or charge or payment of a new fee or charge (including inter alia, sales tax, goods and services tax, value added or similar tax or charge) which effects the cost of materials, services or labour to be incorporated into or required for the works.
13. Comes into effect after the 14th day before the closing of the tender and;
14. Causes this business to incur more cost than otherwise would have been incurred.
15. The difference shall be added to the contract sum.
16. General Project Installation Exclusions:
17. Any retentions.
18. For a fully up to date version of our T&C see our website www.prowaterplumbing.com.au

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This quote is valid for 30 days from the date above and all invoices will be submitted at the completion of job or as otherwise arranged.
All hardware & stock remains the property of «vendor.name» until full payment of this invoice has been received.

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